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#4

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SANTA BARBARA, a Municipal Corporation duly organized and existing under and by virtue of the Laws of the State of California, hereinafter referred to as FIRST PARTY, and HENRY M. HAZARD, of Santa Barbara, California, hereinafter referred to as SECOND PARTY,

WITNESSETH :

WHEREAS, Second Party is the Owner of that certain real property situate in the City of Santa Barbara, County of Santa Barbara, State of California, particularly described as follows, to-wit:

That portion of Block 194 in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at a point on the southeasterly line of De la Guerra Street, distant thereon 80 feet southwesterly from the intersection of said line with the southwesterly line of Chapala Street, as the same now exists; thence southwesterly along said line of De la Guerra Street 90 feet; thence at right angles southeasterly 225 feet to a point midway between the said line of De la Guerra Street and the northwesterly line of Ortega Street; thence at right angles northeasterly 45 feet; thence at right angles northwesterly 20 feet; thence at right angles northeasterly 45 feet; thence at right angles northwesterly 205 feet to the point of beginning.

WHEREAS, Second Party has requested permission from First Party to close the existing driveway and open a new twenty-two (22) foot driveway entering said property at 111 West De la Guerra Street, and

WHEREAS, Second Party has agreed that if permission is granted by First Party to Second Party to cut said curb and install said driveway, as herein designated, for the purpose of ingress to and egress from said property, Second Party will, if the property be in the future abandoned from its present intended use, to-wit, a parking space for automobiles, then restore all of said curbs to the present condition if requested so to do by First Party.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. PERMISSION. First Party agrees that Second Party may cut the curb abutting said property, and install a driveway upon said property, in manner, location, and to the extent as follows: To cut the curb on De la Guerra Street at 111 West De la Guerra Street for a driveway entering said property extending for a distance of twenty-two (22) feet.

Said permission is granted to Second Party for the purpose of installing a driveway to allow ingress to and egress from said property of Second Party.

2. RESTORATION. Second Party hereby agrees that, in consideration of the permission herein granted to it by First Party, Second Party will proceed with cutting said driveway, at the location and in the manner and extent and for the purpose as set forth above; and

Second Party hereby further agrees that, in the

event that said property be in the future abandoned from its present intended use, then Second Party will restore said curb to its present condition, if, as and when requested to do so by First Party; and

Second Party hereby further agrees that, in the event it fails to so restore said curb within thirty (30) days after receiving written notice from First Party so to do, then First Party may restore the same and, upon presentation of bill showing the costs and expenses of said restoration work, Second Party will pay said costs and expenses of such restoration work; and in the event of Second Party's failure so to pay, First Party may collect the costs and expenses of said restoration work, by legal action, including a reasonable attorney's fee and court costs.

3. NOTICES. Any and all notices to be given by First Party to Second Party shall be given by sending the same by registered mail addressed to Second Party as follows: HENRY M. HAZARD, 115 West De la Guerra Street, Santa Barbara, California.

Any and all notices which may be given by Second Party to First Party shall be given by sending the same by registered mail addressed to City Clerk, City Hall, Santa Barbara, California.

4. SUCCESSORS. This Agreement is intended to and does bind and shall inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused

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this Contract to be legally executed in duplicate this  
7<sup>th</sup> day of February, 1952.

CITY OF SANTA BARBARA,  
a Municipal Corporation

By John M. Gray Mayor  
FIRST PARTY

Henry M. Hazard  
Henry M. Hazard  
SECOND PARTY

APPROVED AND COUNTERSIGNED:

Edmund S. Mordland  
Kenneth C. Hinton  
Ernest Wiskendorf  
Finance Committee

APPROVED:

John J. Rickard  
City Attorney

The foregoing Contract is hereby approved this 7<sup>th</sup>  
day of February, 1952.

John M. Gray  
Mayor

The foregoing Contract is hereby approved as to form  
and legality this 7<sup>th</sup> day of February, 1952.

John J. Rickard  
City Attorney

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

} ss.

On this 4<sup>th</sup> day of February, 1952, before me,  
MADLINE VERGA, a Notary Public in and for  
said County and State, personally appeared HENRY M. HAZARD,  
known to me to be the person whose name is subscribed to  
the within instrument, and acknowledged to me that he  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my Official Seal the day and year in this  
Certificate first above written.

*Madeline Verga*

Notary Public in and for the  
County of Santa Barbara, State of  
California.

My Commission Expires Aug 9, 1955

2081

RECORDED AT REQUEST OF

CITY CLERK

FEB 13 1952 at 9:13 AM

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OFFICIAL RECORDS

Santa Barbara County, Calif.

JAMES G. FOWLER, Registrar

*[Signature]* Deputy

FEB 4 1952

PHOTOSTATED BY: *R. Thuren* Deputy, CHECKED BY: *66* JAMES G. FOWLER, County Recorder